

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>					1. REQUISITION NUMBER		PAGE 1 of <b>6</b>					
<i>Offeror to complete blocks 12, 17, 12, 24, &amp; 30</i>												
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE <b>SEE BLOCK 31c.</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>N00104-05-Q-Q081</b>		6. SOLICITATION ISSUE DATE <b>10/29/2004</b>				
7. FOR SOLICITATION INFORMATION CALL: ▶		A. NAME <b>David Setters, CODE 0272.16</b>			B. TELEPHONE (No Collect Calls) <b>(717) 605-7329</b>		8. OFFER DUE DATE <b>11/4/2004</b>					
9. ISSUED BY  <b>NAVAL INVENTORY CONTROL POINT - MECHANICSBURG</b> <b>5450 CARLISLE PIKE, P. O. BOX 2020</b> <b>MECHANICSBURG, PA 17055</b>  <b>DAVID SETTERS, 0272.16, david.setters@navy.mil</b>  PHONE <b>717-605-7329</b> FAX <b>717-605-4600</b> DSN <b>430</b>					10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET-ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A)  SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15cFR 700)  13b. RATING: 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS Net			
15. DELIVER TO  <b>SPAWAR SYSTEMS CENTER</b> <b>SAN DIEGO C41 PROGRAMS OFFICE</b> <b>700 ROBBINS AVENUE, BLDG #7D, NAVICP</b> <b>M/F: N66001-4239-42005 / SAP 5000016783</b> <b>PHILADELPHIA, PA 19111-5098</b> <b>ATTN: CRAIG DOSTER (APS)</b> PHONE <b>(215) 214-8118</b> PH DSN					16. ADMINISTERED BY:  <b>SAME AS BLOCK 9</b>  PHONE FAX DSN		CODE: <b>N00104</b>					
17. CONTRACTOR/OFFEROR CODE: FACILITY:  PHONE FAX					18. PAYMENT WILL BE MADE BY: CODE: <b>066001</b>  <b>DFAS-CL San Diego</b> <b>San Diego Operating Location, Code F</b> <b>4181 Ruffin Road</b> <b>San Diego, CA 92123-1819</b> Ph: <b>619-616-5108</b> DSN <b>669</b>							
<input type="checkbox"/>					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/>							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<b>SEE PAGE #3</b>									\$ -	
		<b>REF: SPAWAR RQMT #151</b>									\$ -	
		<i>Attach Continuation Sheet as Necessary</i>										
25. ACCOUNTING AND APPROPRIATION DATA									26. TOTAL AWARD AMOUNT (For Government Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, AND 52.212-5, ARE ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.									ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. <input type="checkbox"/> CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FOR OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.									29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCKS), <input type="checkbox"/> INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE BLOCK 19.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER				31c. DATE SIGNED <b>29-Oct-2004</b>		
32a. QUANTITY IN COLUMN 21 HAS BEEN  <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOV'T REPRESENTATIVE				32c. DATE		36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)				
						42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

**NOTES:**

1. This is an open market order. Commercial clauses, pages 4-6, and FAR PART 39, ACQUISITION OF INFORMATION TECHNOLOGY apply.

2. Accounting Data:

3. Delivery: 30 days ARO. Partial shipments/partial payments authorized. All packages must include complete delivery address as listed in blk #15 on page #1 of this order and a packing list of contents).

4. Payment Instructions: Contractor to mail original invoices, marked "Original Invoice," to below address for certification of receipt & acceptance. The office below will then forward certified invoice to the DFAS-San Diego payment office for payment.

SPAWAR SYSTEMS CENTER SAN DIEGO  
P.O. BOX 80818  
SAN DIEGO, CA 92138-0818  
PH: (619) 553-6733

The contractor will mail or fax a copy of the invoice, marked "Copy," to:

FAX: (215) 214-8044  
SPAWARSYSNEN SAN DIEGO  
C4I PROGRAMS OFFICE  
ATTN: ED LUCEY, BLDG 2A  
700 ROBBINS AVE., BLDG 2A  
PHILADELPHIA, PA 19111

5. Technical POC:

JIM ENGELKE  
(215) 214-8004

ALT. POC:

AL GAIDIS  
Phone: (215) 214-8033

6. Remit payment to:

SEE #17, PAGE #1

7. NMCI Waiver ON FILE

Sect. 508: Located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment (FAR 39.204(d) and 36 CFR 1194.3(f))

All items being ordered are Year 2000 Compliant in accordance with FAR 39.106.

**DISTRIBUTION**

- (1) Purchase File
- (1) Contractor
- (1) Customer POC
- (1) SPAWAR Phila
- (1) Code 01

**N00104-05-Q-Q081**  
**PAGE 3 OF 6 - REQUIREMENTS**

CLIN	DESCRIPTION	OEM	PART NUMBER	QTY
0001	CCA, VIDEO AGP 8X	EVGA	128-A8-N335-TX	16
0002	28160N ULTRA WIDE SCSI CARD KIT	Adaptec	1835000	16
0003	16-PORT SUPERSTACK 3 BASELINE 10/100 SWITCH	3Com	3C16470-US	20
0004	2005S SCSI RAID KIT 0-CHANNEL 64BIT 66MHZ SODIMM-PCI 48MB CA	Adaptec	1957500	16
0005	INDUSTRIAL MOUSETRAK PC/PS/2	ITAC	B-MPIND	20
0006	CABLE ASSY, DVI-D MM 3 FT	LCOM	CTLDVIMM-3	12
0007	TRACKBALL, RUGGED TAC-4	TRACKBALL	D48644/4	20
0008	DRIVE, DVD-R/WR/CD-R/RW	PIONEER	DVR-A07U	22
0009	MODEM, FIBER RS232 DTE, ST, MM	Fiberplex	FOI-2911	40
0010	CONVERTER, MEDIA 100BTX	Milan Technology	MIL-C102	32
0011	RUGGED KEYBOARD	ALPHAMERIA INST	MR11499-001	20
0012	FAN, COOLING	COMAIR ROTRON	MS12B3	40
0013	ATX MBD DUAL PGA603 U160 6PCI	SUPERMICRO	P4DC6+- TWN	18
0014	POWER SUPPLY FOR FOI-2XXX 115/230V 6V AC1A	Fiberplex	PSQ-2910	64
0015	12BTN SERIAL SPACEBALL 5000 3D, SERIAL CONTROLLER TRACKBALL-CAD-GIS	3dconnexion	25003	20
0016	DRIVE, HARD 40GB ATA100, 7200RPM, BARRACUDA 9MS	SEAGATE	ST340016A	16
0017	DRIVE, HARD 73GB ULTRA 320 INT U320 3.5LP	SEAGATE	ST373307LW	36
0018	3DLABS WILDCAT 4 7110 256MB AG	CREATIVE LABS	01-000073-XXX-1082	16
0019	METER, HOUR AC	Veeder-Root, Newark	0779536-201	12
0020	40GB DDS4 DAT401 HP SURESTORE TAPE DRIVE	HP	C5686A#ABA	4
0021	20GB 4MM DDS-4 INT TAPE F/WIDE	SUN	X6296A	12
0022	10 MBPS BNC/FIBER (ST-MM)	Blackbox	LE1500A-BNC	12
0023	512MB RAMBUS CCA MEMORY, 800MHZ ECC	SAMSUNG	MR18R162GAFO-800	64

\* 'ALL or Nothing'

FAR 52.212-5

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES  
OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2001)

- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- |     |          |                                      |
|-----|----------|--------------------------------------|
| (1) | 52.222-3 | Convict Labor (E.O. 11755); and      |
| (2) | 52.233-3 | Protest After Award (31 U.S.C 3553). |

- (b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- |           |            |  |
|-----------|------------|--|
| (1)       | 52.203-6   | Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).   |
| (2)       | 52-219-3   | Notice of HUBZone Small Business Set-Aside (Jan 1999).   |
| (3)       | 52-219-4   | Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)<br>(if the offeror elects to waive the preference, it shall so indicate in its offer).  |
| (4)(i)    | 52-219-5   | Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994)  |
| (4)(ii)   | 52-219-5   | Alternate I  |
| (4)(iii)  | 52-219-5   | Alternate II   |
| (5)       | 52.219-8   | Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3));  |
| (6)       | 52.219-9   | Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));   |
| (7)       | 52.219-14  | Limitations on Subcontracting (15 U.S.C. 637(a)(14)).  |
| (8)(i)    | 52.219-23  | Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer). |
| (8)(ii)   | 52.219-23  | Alternate I  |
| (9)       | 52.219-25  | Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting<br>(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)   |
| (10)      | 52.219-26  | Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).   |
| (11)      | 52.222-21  | Prohibition of Segregated Facilities (Feb 1999)  |
| X (12)    | 52.222-26  | Equal Opportunity (E.O. 11246).  |
| X (13)    | 52.222-35  | Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).   |
| X (14)    | 52.222-36  | Affirmative Action for Workers with Disabilities (29 U.S.C. 793).  |
| X (15)    | 52.222-37  | Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).  |
| (16)      | 52.225-3   | Buy American Act--Supplies (41 U.S.C. 10).   |
| (17)      | 52.225-9   | Buy American Act--Trade Agreements Act-- Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).  |
| (18)      | [Reserved] |  |
| (19)      | 52.225-18  | European Union Sanction for End Products (E.O. 12849).   |
| (20)      | 52.225-19  | European Union Sanctions for Services (E.O. 12849).  |
| X (21)(i) | 52.225-21  | Buy American Act--North American Free Trade Agreement Implementation Act--<br>Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).  |
| (21)(ii)  | 52.225-21  | Alternate I.   |
| X (22)    | 52.232-33  | Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).   |
| (23)      | 52.232-34  | Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).  |
| (24)      | 52.232-36  | Payment by Third Party (31 U.S.C. 3332).   |
| X (25)    | 52.239-1   | Privacy or Security Safeguards (5 U.S.C.552a).   |
| (26)      | 52.247-64  | Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).   |

- (c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- (1) 52.222-41 Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- (2) 52.222-42 Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44 Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47 SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

- (d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision or law.

- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

- (1) 52.222-26 Equal Opportunity (E.O. 11246);
- (2) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212);
- (3) 52.222-36 Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996). (End of Clause)

The following addendum is hereby incorporated by reference:

- (1) All items must be Year 2000 Compliant in accordance with FAR Clause 39.106 is incorporated by reference and applies to this acquisition.
- (2) The provisions at DFARS 252.204-7004, Required Central Contractor Registration (MAR 2000) is incorporated by reference and applies to this acquisition.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items.

252.205-7000	Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
252.206-7000	Domestic Source Restriction (10 U.S.C. 2304).
252.219-7001	Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns (repealed) note)). (___ Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301
252.219-7002	Notice of Small Disadvantaged Business Set- Aside (___ Alternate I) (15 U.S.C. 644).
252.219-7003	Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
252.219-7005	Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions (___ Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
252.219-7006	Notice of Evaluation Preference for Small Disadvantaged Business Concerns (___ Alternate I) (15 U.S.C. 644).
252.225-7001	Buy American Act and Balance of Payment Program (41 U.S.C. 10a-10d, E.O. 10582).
252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program (___Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
252.225-7012	Preference for Certain Domestic Commodities.
252.225-7014	Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
252.225-7015	Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
252.225-7021	Trade Agreements (___Alternate I) (19U.S.C. 2501-2518 and 19 U.S.C.3301note).
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
X 252.225-7029	Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payment Program (___Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
X	
252.227-7015	Technical Data--Commercial Items (10 U.S.C. 2320).
252.227-7037	Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
252.243-7002	Certification of Requests for Equitable Adjustment (10 U.S.C. 2410)
252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable.

252.225-7014, Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).